Remarks

Claims 1, 3, 5-9, 11-13, 15-18, 20-25, 27-29, 31-35, 37-39 and 41-43 presently stand rejected under 35 USC 103 as being met by Wells '238 in view of Dickinson '874. Claims 2, 4, 10, 19, 26 and 36 presently stand rejected under 35 USC 103 as being met by Wells '348 in view of Dickinson '874 and further in view of Walker '138 and further in view of Raven '361. Claims 14, 30 and 40 presently stand rejected under 35 USC 103 as being met by Wells '238 in view of Dickinson '874 and in view of Chudd '684.

Both independent claims 1 and 18 are directed to a gaming system and gaming machine, in which a gaming machine is locked by action of the player solely at a time when credits remain on the credit meter of the gaming machine and afterward unlocked by an identification input device. This, in itself, is a very unusual situation in which a player walks away from a gaming machine leaving credits displayed on the credit meter.

Wells doesn't contemplate such a risky maneuver, let alone a solution. Wells does not speak to a player's action to lock a gaming machine to prevent play of the gaming machine, since the Wells machine is always available for play, either locally at the machine console or remotely at the wireless game player. Wells uses a wireless game player (a remote) to play the gaming machine from a distance, not to prevent play of the game. Play of a gaming machine may prevent play by others, but does not prevent play "by any player."

Nor is the gaming machine of Wells unlocked when a player tracking device is afterward supplied.

Dickinson does not remedy the deficiencies of Wells. Dickinson at best discloses a player ID card inputted to a gaming machine to receive downloadable credits. But Dickinson discloses no player action to prevent play.

Dickinson and Wells cannot be combined to make obvious something which neither reference discloses.

It is respectfully submitted that it would not have been obvious to modify Wells in view of Dickinson so as to make obvious (1) a lock function solely when credits are on the meter to prevent any play of the gaming machine, and (2) an unlock function thereafter by supply of an identification device to the gaming machine.

Nor do Walker, Raven or Chudd (applied against the dependent claims) remedy the lack of disclosure in Wells and Dickinson with respect to claims 1 and 18. Walker describes a contract pay for time on a machine. That is, in Walker, play time is purchased rather than machine operation by a credit-bet play. As such, with time play, a player may leave a machine and no credits will remain on the credit meter. Another player cannot make use of the "time" of the player who walks away from a machine. Thus, it would not have been obvious to take the "time freeze" of Walker and apply it to the more risky credilt-bet play where credits remain on the credit meter of the gaming machine. As to Raven, Raven does not teach locking a gaming machine solely when player credits are held in the gaming machine. And, Chudd's teaching of paper ticket voucher likewise does not disclose the locking and unlocking features set out in claims 1 and 18.

The remaining dependent claims 2-17, 19-33 are allowable for these same reasons given as to the allowability of claims 1 and 18.

Reconsideration is respectfully requested and a Notice of Allowability is solicited.

Applicants hereby request a three month extension of time within which to respond to the Office Action. The Commissioner is authorized to charge additional fees or credits, or credit any overpayment, incurred in connection with this submission to Deposit Account No. 13-0017.

Respectfully submitted,

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